

**JONATHAN E. FIELDING, M.D., M.P.H.**  
Acting Director and Health Officer

**JOHN SCHUNHOFF, Ph.D.**  
Acting Chief Deputy

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**BOARD OF SUPERVISORS**

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**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

August 29, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REPLACEMENT AGREEMENT WITH THE SIMI GROUP, INC. FOR SOFTWARE  
PROGRAMMING CONSULTING SERVICES FOR PUBLIC HEALTH PREPAREDNESS  
AND RESPONSE FOR BIOTERRORISM**

(All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE [ ] APPROVE WITH MODIFICATIONS  
[ ] DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Acting Director of Public Health, or his designee, to sign a replacement agreement with The SIMI Group, Inc. (SIMI), substantially similar to Exhibit I, with a maximum County obligation of \$610,970, 100% offset by the Centers for Disease Control and Prevention (CDC) Award No. U90/CCU917012-06, effective August 30, 2006 through August 29, 2007, to provide critical bioterrorism response software application enhancements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the replacement agreement will allow the Department of Public Health (Department or DPH) to continue to provide enhancements and to support critical maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network (PHIN) architecture. SIMI will continue to integrate additional applications into the PHIN environment and incorporate additional features into the system platform.

Implementation of Strategic Plan Goals

This project aligns with Strategic Plan Goal 8: Public Safety and Department of Public Health Strategic Excellence Initiative 2: Prepare for Public Health Emergencies and Bioterrorism by supporting the development of an integrated platform and key emergency information systems to assist rapid information

flow and response activities prior to, during, and after any public health emergency that may occur within the jurisdiction.

FISCAL IMPACT/FINANCING:

The replacement agreement with SIMI, with a total maximum County obligation of \$610,970, is 100% offset by CDC Award No. U90/CCU917012-06, effective August 30, 2006 through August 29, 2007. There is no net County cost associated with this recommendation.

Funding is included in the Fiscal Year 2006-07 Adopted Budget and will be requested in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 21, 2001, the Board approved the agreement with SIMI, effective August 30, 2001 through August 30, 2002 with a maximum obligation of \$123,424. Subsequent Amendment Nos. 1, 2, and 3, increased the maximum obligation by \$40,000, \$50,000, and \$22,400 respectively, offset by a \$25,000 County in-kind contribution and the remainder by CDC funds, revising the total maximum obligation from \$123,424 to \$235,824, to complete a full-scale communications exercise of the Health Alert System Training and Education Network (HASTEN) system and to receive additional HASTEN system maintenance services.

On August 26, 2003, the Board approved Amendment No. 4 to expand the HASTEN system to a full web-based platform that can support critical voice and data messaging capabilities for the public health preparedness and emergency response.

Amendments 5 through 8 were approved by the Board to expand the web-based platform, provide maintenance, develop alerting capabilities, support critical notification and additional programming enhancements to HASTEN and update the Health Insurance Portability and Accountability Act provision in the agreement.

Recently, the Chief Information Office recommended that the Department initiate a replacement agreement with SIMI to include information technology provisions in the agreement and to identify tasks and deliverables between the Contractor and County.

The replacement agreement will provide the County with the written proposal for a Contact Management application architecture and application integration services in support of the registry to be developed by the County; assessment of the current DPH communication resources and plans and the coordination of distributed activities from an enterprise perspective; standard systems maintenance and operations support, telecommunication hosting services, technical training, security and support for system deployment of an integrated platform environment; and establishment of an electronic data exchange interfaces with three public health partners.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

The Chief information Officer concurs with the Department's recommendation.

CONTRACTING PROCESS:

SIMI was selected as an initial sole source provider based on their experience and involvement in the collaborative development effort between the California State Department of Health Services and DPH. Therefore, the Department did not advertise the services to be provided under the recommended agreements as a contracting opportunity on the Los Angeles County online Web site.

Neither DPH nor the Internal Services Department have the staff or resources to develop the emergency communication system, including design of a web-based platform for communication, messaging, collaboration, and electronic interfaces with critical public health partners utilizing automated alerts via telephone, e-mail, page, and fax. In addition, response to bioterrorism demands an increased level of security and stringent security standards from CDC and requires expertise of contractors such as SIMI who have extensive experience with secure web-based platforms that can protect users and prevent intrusion by hackers.

Considering the expertise of the contractors, the lack of in-house resources, and the need to quickly implement these activities to meet urgent CDC grant requirements and national preparedness mandates, it is recommended to continue the services provided by SIMI.

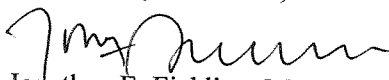
The sole source justification letter is on file with the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

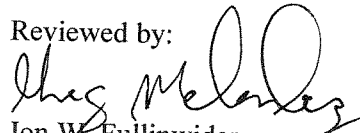

Approval of this replacement agreement will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Jonathan E. Fielding, M.D., M.P.H.  
Acting Director and Health Officer

Reviewed by:

  
Jon W. Fullinwider  
Chief Information Officer 

JEF:ke  
SIMI Board Letter.ke.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT  
(The SIMI Group, Inc.)

1. TYPE OF SERVICE:

The SIMI Group, Inc., (SIMI) will continue to provide enhancements and to support critical maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network (PHIN) architecture. Additionally, SIMI will continue to integrate additional application into the PHIN environment and incorporate additional features into the system platform.

2. TERM OF AGREEMENT:

Effective August 30, 2006 through August 29, 2007.

3. AGENCY ADDRESS AND CONTACT PERSON:

The SIMI Group, Inc.  
1610 Arden Way, Suite 280  
Sacramento, California 95815  
Attention: Dan Desmond, President, and CEO  
Telephone: (916) 564-6500/Facsimile: (916) 9233-5530

4. FINANCIAL INFORMATION:

The replacement agreement with SIMI with a total maximum County obligation of \$610,970, is 100% offset by CDC Award No. U90/CCU917012-06, effective August 29, 2006 through August 30, 2007. There is no net County cost associated with this recommendation.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING

John Schunhoff, Ph.D, Acting Deputy Director, Public Health

John Talarico, DO, MPH, Acting Director, Public Health Preparedness and Response for Bioterrorism

7. APPROVALS:

Public Health:	Jonathan E. Fielding, MD, MPH, Acting Director and Health Officer
Contracts Administration:	Cara O'Neill, Chief
County Counsel (approval as to use):	Robert E. Ragland, Senior Deputy



# CIO ANALYSIS

## REPLACEMENT AGREEMENT WITH SIMI GROUP, INC. FOR PUBLIC HEALTH RESPONSE TO BIOTERRORISM (All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs \_\_\_\_\_

### Contract Components:

☐ Software ☐ Hardware ☒ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Jonathan Fielding, M.D., MPH

### Budget Information :

Y-T-D Contract Expenditures	\$
Requested Contract Amount	\$610,970
Aggregate Contract Amount	\$610,970

### Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? This agreement is 100% subvented through a Centers for Disease Control Grant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Information is exchanged with the Department of Health Services and Department of Mental Health.

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).
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**Project/Contract Description:**

This Board letter requests your Board to authorize and instruct the Acting Director of Public Health, or his designee, to sign an agreement replacing an existing sole source agreement with the SIMI Group, Inc. (SIMI). This sole source Replacement Agreement continues the maintenance and support services provided under the previous agreement with SIMI and requests the contractor to make further assessments and enhancements to the Public Health Information Network (PHIN) architecture and provide telecommunication circuits and hosting services. The proposed agreement also requests the vendor to provide knowledge transfer to County staff which will allow them to provide the future support of the PHIN. This agreement also requires the contractor to provide the County with a written proposal for a contact management application architecture to enlist and manage volunteers for the County's Bioterrorism Response Program.

County obligation under the Replacement Agreement will be \$610,970, which is 100% offset by the Centers for Disease Control and Prevention (CDC) Award No. U901CCU917012-06, effective August 30, 2006 through August 29, 2007, to provide critical bioterrorism response software application enhancements.

**Background:**

The initial sole source agreement with SIMI was approved by your Board in August 2001. That agreement was amended eight (8) times, with the latest termination date being August 30, 2006. The aggregate contract maximum of the existing agreement and its amendments is \$1,704,247. The existing agreement has been the vehicle by which the County has met its obligations in receiving the Centers for Disease Control (CDC) grants for the Bio-Terrorism Response Program. The CDC grant award effective August 30, 2006 through August 29, 2007 requires further assessment and enhancement of the PHIN communication resources, development of a written proposal for a Content Management application architecture, provision of system maintenance and system integration services. SIMI is also required to provide telecommunication circuits and hosting services to support the PHIN. SIMI's role in the development and/or integration of the Public Health Bio-terrorism Response resources makes them uniquely positioned to provide the services under this Replacement Agreement.

The Chief Information Office (CIO) recommended that Department of Public Health (DPH) develop a Replacement Agreement to ensure that the appropriate terms and conditions were included in the agreement based on the current scope of requested services. The proposed Replacement Agreement includes any necessary clarifications of the scope of services to be provided and the appropriate terms and conditions for this type of services agreement.

**Project Justification/Benefits:**

The project and the supporting Replacement Agreement with SIMI provides the County with the professional services and resources necessary to support its expanding Bio-terrorism Response capability. The benefits of this Agreement and this project is that DPH is positioned

to continue work with a contractor that is familiar with the CDC requirements and guidelines, and they have extensive experience in integrating the disparate components of the County's infrastructure.

### **Project Metrics**

The Statement of Work for the Agreement has been structured around a series of tasks and deliverables and County payment is dependant on satisfactory contractor performance in completing defined deliverables. The hosting services, telecommunication resources and system maintenance all have service level agreements that define acceptable levels of availability and financial penalties for not meeting the requirements.

### **Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved**

At the present time, DPH lacks the knowledgeable resources to assess, enhance and maintain the PHIN and other components of the Bio-terrorism Response capability for Los Angeles County. If this agreement is not approved, the Department's progress would be materially slowed and they could not fulfill the range of requirements of the CDC Award, No. U90/CCU917012-06.

### **Alternatives Considered:**

DPH considered their ability to perform the system support and operations tasks required under this agreement. However, they determined that their staff would need additional training and knowledge transfer before they can effectively maintain the system.

DPH now plans to assume responsibility for the system support functions after they complete the knowledge transfer from the contractor.

### **Project Risks:**

The potential area of risk is tied to effective vendor performance in the telecommunications hosting and system maintenance and operations, which can affect system reliability and performance.

### **Risk Mitigation Measures:**

The Replacement Agreement establishes task and deliverables for the requested services and document service level agreements for the Telecommunications Hosting Services and System Maintenance and Operations. It also establishes financial penalties if the contractor does not meet the service level agreements.

This project will be entered and monitored in the Information Technology Tracking System.

**Financial Analysis:**

This agreement is fully funded by CDC Award No. U90/CCU917012-06 from August 30, 2006 through August 29, 2007. No Net County Cost is required to fund this agreement.

**CIO Concerns:**

None

**CIO Recommendations:**

It is recommended that your Board approve the recommended actions and delegate authority to the Acting Director of Public Health to execute the SIMI Replacement Agreement.

**CIO APPROVAL**

Date Received: 08/07/2006

Prepared by: Jonathan E. Williams

Date: 08/17/2006

Approved: *Greg Malendez*

Date: 08/17/2006



**REPLACEMENT AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
AND**

**THE SIMI GROUP, INC.  
FOR  
PUBLIC HEALTH RESPONSE TO  
BIOTERRORISM**

THIS AGREEMENT (together with the preamble, recitals and Exhibits hereto, hereafter "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles (hereafter "County") and The SIMI Group, Inc. (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter "DPH"), a comprehensive healthcare system for County's population; and

WHEREAS, pursuant to that certain Software and Services Agreement, County Contract No. H-212907, dated August 21, 2001 (as amended from time to time, hereafter "Existing Agreement"), between County and Contractor, Contractor provided certain programming, hosting, maintenance, support and/or other professional services in respect of County's Public Health Information Network Enterprise Service Oriented Architecture, related applications and infrastructure, in each case, in support of Bioterrorism Preparedness and Response (collectively and as more particularly defined below, "County's PHIN"); and

WHEREAS, pursuant to this Agreement, Contractor will provide additional critical programming, hosting, maintenance, support and/or other professional services to expand County's PHIN.

WHEREAS, Contractor has significant expertise and background in these aforementioned areas.

WHEREAS, County and Contractor desire that this Agreement replace the Existing Agreement, except as expressly stated herein.

NOW, THEREFORE, Contractor and County hereby agree as follows:

1. APPLICABLE DOCUMENTS AND DEFINITIONS:

1.1 Interpretation:

Exhibits A, A.1, A.2, A.3, A.4, B, B.1, B.2 C, D, E, F, G, and J are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Tasks, Subtasks, Deliverables, goods, services or other Work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits according to the following priority:

EXHIBIT A            STATEMENT OF WORK

EXHIBIT A.1	SYSTEM TESTING AND VALIDATION
EXHIBIT A.2	CDC PHIN PCA REQUIREMENTS
EXHIBIT A.3	DISPUTE RESOLUTION AND ESCALATION PROCEDURES
EXHIBIT A.4	ADDITIONAL TECHNICAL REQUIREMENTS
EXHIBIT B	SCHEDULE OF PAYMENTS
EXHIBIT B.1	CHANGE NOTICE REQUEST
EXHIBIT B.2	INVOICE DISCREPANCY REPORT
EXHIBIT C	SCHEDULE OF MAINTENANCE AND OPERATIONS SUPPORT
EXHIBIT D	SCHEDULE OF TELECOMMUNICATIONS SERVICES HOSTING
EXHIBIT E	PROJECT SCHEDULE
EXHIBIT F	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT G	IRS NOTICE 1015
EXHIBIT H	SAFELY SURRENDERED BABY LAW
EXHIBIT I	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT J	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

## 1.2 Entire Agreement:

Prior to the date hereof, County acquired from Contractor certain of the County Materials (as defined below) (referred to herein as "Existing County Materials") and related programming, support, hosting, maintenance and/or other professional services pursuant to the Existing Agreement. As of the Effective Date, the Existing County Materials, including, without limitation, County's ownership thereof, are governed by the terms and conditions of this Agreement, except to the extent that the terms and conditions of the Existing Agreement expressly survive the expiration or termination thereof. Except to the extent expressly provided for in this Subparagraph 1.2, the body of this Agreement, together with the Exhibits, shall constitute the complete and exclusive statement of understanding between the parties and shall supersede all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

## 1.3 Definitions:

Capitalized terms defined throughout this Agreement (including, without limitation, in the preamble, recitals and Exhibits hereto) are used herein as so defined. Without limiting the foregoing, the following capitalized terms as used herein have the following meanings.

"Business Day(s)" and "business day(s)" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. (Pacific Time), including holidays.

"CDC" shall mean Centers for Disease Control and Prevention.

"CDC PHIN" shall mean Centers for Disease Control and Prevention Public Health Information Network.

"Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Subparagraph 8.1 (General).

"Contractor" shall have the meaning specified in the preamble hereto.

"Contractor's Project Director" shall have the meaning specified in Subparagraph 3.1 (Contractor's Project Director).

"Contractor's Project Manager" shall have the meaning specified in Subparagraph 3.2 (Contractor's Project Manager).

"County" shall have the meaning specified in the preamble hereto.

"County Facility" shall mean any one (1), and the term "County Facilities" shall mean any two (2) or more, of the following; providers in the private and public Los Angeles County Organizations (LACO) facilities.

"County Materials" shall mean all Software, Hardware, materials, requirements, criteria, Specifications, plans, reports, manuals, Documentation, departmental procedures and processes, data, information, Tasks, Deliverables, goods, services and other Work developed and/or otherwise provided by or on behalf of Contractor under the Existing Agreement and/or this Agreement with, or for delivery to, County, together with all copyrights, patent rights, trade secret rights and other proprietary rights therein.

"County's PHIN" shall have the meaning specified in the recitals hereto. County's PHIN includes, without limitation, the call-down system, secure gateway, web portal, messaging infrastructure, and all components of the System included therein.

"County's Project Director" shall have the meaning specified in Subparagraph 2.1 (County's Project Director).

"County's Project Manager" shall have the meaning specified in Subparagraph 2.2 (County's Project Manager).



"Custom Modifications" terms shall mean all software modifications and related Documentation which County may request and Contractor may agree (such agreement not to be unreasonably withheld) to provide at any time.

"Day(s)" and "day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.

"Deficiency" and "Deficiencies" shall mean a failure of a product to operate in accordance with Specifications or have the meaning as set forth in Subparagraph 10.1 (Deficiencies).

"Deliverable(s)" and "deliverable(s)" shall mean the item or service provided by Contractor under this Agreement, including, without limitation, those identified as a numbered Deliverable in Exhibit A (Statement of Work).

"DHS" shall mean the Director of Department of Health Services.

"Director" shall mean the Director of DPH or his authorized designee.

"Documentation", the term shall mean any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the Software or that are required to be provided by Contractor under this Agreement.

"DPH" shall have the meaning specified in the recitals hereto.

"Effective Date" shall mean the date of approval of this Agreement by County's Board of Supervisors and execution by the Director and Contractor.

"Existing Hardware" shall mean all hardware provided by Contractor to County pursuant to the Existing Agreement.

"Existing Software" shall mean all software, including source code and Documentation, provided by Contractor to County pursuant to the Existing Agreement. Existing Software includes, without limitation, all Interfaces, Custom Modifications, Updates and Upgrades under the Existing Agreement.

"Final Acceptance" shall mean, with respect to each County Facility, County's written approval of the Work associated with any Tasks, Subtasks, Deliverables, goods and services provided by the Contractor under this Agreement as described in Exhibit A (Statement of Work) for

such County Facility, in accordance with Subparagraph 2.4 (Approval of Work).

"Hardware" all Existing Hardware and all additional hardware, if any, provided by Contractor to County under this Agreement. References to Hardware may include one or more components thereof or all Hardware.

"Health Level 7" or (HL7), the term shall mean a messaging standard.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996), together with the rules and regulations from time to time promulgated thereunder, including the Privacy Regulations.

"Hosting Fee" shall mean the amount charged by Contractor monthly, as such amount is set forth on the Attached Exhibit B (Schedule of Deliverables and Payments), in exchange for Contractor's performance of Hosting Services in accordance with the terms hereof.

"Hosting Services" shall have the meaning specified in Subparagraph 11.2 (Hosting Services).

"Interfaces" shall mean the software and/or hardware used to transfer data or commands among County's PHIN and other County information systems and/or among County's PHIN and third party partner applications.

"ISD" shall mean the County's Internal Services Department.

"Maintenance Fee" means the amount charged by Contractor monthly, as such amount is set forth on the attached Exhibit B (Schedule of Deliverables and Payments), in exchange for Contractor's performance of Maintenance Services in accordance with the terms hereof.

"Maintenance Services" has the meaning set forth in Paragraph 11 (Maintenance, Hosting and Professional Services).

"Phase(s)", the term shall mean one or more Phases of implementation for Application Software modules as described in Exhibit A (Statement of Work) and Exhibit C (Project Schedule).

"Phased System Acceptance Test", the term shall mean the Acceptance Test conducted separately.

"Pool Dollars" has the meaning set forth in Paragraph 8.5 (Pool Dollars).

"Production Use", the term shall mean the actual use of the System to perform County's applicable normal business operations.

"Requirements", the term shall mean the functional, technical and business requirements for the Software and other Work provided hereunder, including, without limitation, those described in the Existing Agreement, as attached to Exhibit A (Statement of Work) (including, without limitation, Exhibit A.2 (CDC PHIN CRA Requirements) and Exhibit A.4 (Additional Technical Requirements)) or otherwise developed pursuant to this Agreement.

"Software", the term shall mean all Existing Software and all additional software, including source code and Documentation, provided by Contractor under this Agreement. Software includes, without limitation, Custom Modifications, Interfaces, Updates, Upgrades and the call-down system, messaging infrastructure, secure gateway, web portal and any other software either developed or provided by Contractor under the Existing Agreement or to be developed or provided by Contractor pursuant to Exhibit A (Statement of Work). References to Software may include one or more components thereof or all Software.

"Specifications", the term shall mean any or all of the following: (a) a detailed and exact statement of particulars describing materials, dimensions, Requirements and workmanship of the Hardware and Software, (b) all manufacturer's Specifications and updates thereof denominated as such by respective manufacturer, (c) all written or electronic materials furnished by or through Contractor regarding Hardware and Software, and (d) any or all Hardware and Software performance requirements and standards set forth in this Agreement. Specifications include, without limitation, those set forth in the Documentation.

"State" shall refer to the State of California.

"System", the term shall mean all Hardware, Software, and services described in this Agreement and as otherwise agreed to by County and Contractor. Reference to the "System" may include one or more components or modules thereof or the entire System.

"System Acceptance Test", the term shall mean all tests to be performed by County, with Contractor's active participation in accordance with the test plans developed pursuant to Deliverables in Exhibit A (Statement of Work). These tests include testing required functionality, reliability and systems overall performance.

"Subtask(s) and "subtask(s)", the terms shall mean one or more of the areas of Work to be performed under this Agreement, including, without limitation, those identified as a numbered Subtask in Exhibit A (Statement of Work).

"Task(s) and task(s)", the terms shall mean one or more of the areas of Work to be performed under this Agreement, including, without limitation, those identified as a numbered Task in Exhibit A (Statement of Work).

"Tax" and "Taxes", the terms shall mean governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. Software also includes any and all Updates, Custom Modifications, extensions, and components provided from time to time to any of the foregoing.

"Third Party Products" shall have the meaning specified in Paragraph 13 (Minimum System Requirements).

"Update" shall mean a new version of a product that includes corrections, bug fixes and/or minor enhancements that operate within the framework of the Specifications for the current release of the product.

"Upgrade" shall mean a new version of a product that includes substantive features or functions not performed by the prior release of the product.

"User(s)" and "user(s)" shall mean any one or more of the persons or organizations, which are authorized by County to access system.

"Work", the term shall mean any and all Tasks, Subtasks, Deliverables, Custom Modifications, goods, Professional Services, and other services performed by or on behalf of Contractor in order to develop and deliver to County the equipment and other devices, including the Work required pursuant to this Agreement, Exhibit A (Statement of Work), and all the Exhibits, Change Notices, and Amendments hereto.

"Working Day(s)", the term shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, seven days a week, including County-observed holidays.

## 2. ADMINISTRATION OF AGREEMENT - COUNTY:

2.1 County's Project Director:

2.1.1 County's Project Director for this Agreement shall be the following person or his designee:

David Cardenas  
Public Health Information Systems  
5555 Ferguson Dr., Suite 100-04  
Commerce, CA 90022

2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.4 Except as expressly provided in this Agreement, County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5 County's Project Director will have the right at all times to inspect any and all Tasks, Subtasks, Deliverables, goods, services or other Work provided by or on behalf of Contractor.

2.2 County's Project Manager:

2.2.1 County's Project Managers for this Agreement shall be the following persons or his/her designee:

PHIN Project Manager  
Public Health Information Systems  
5555 Ferguson Dr., Suite 100-04  
Commerce, CA 90022

2.2.2 County will notify Contractor in writing of any change in the name or address of County's Project Managers.

2.2.3 County's Project Managers will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

2.2.4 County's Project Managers will interface with Contractor's Project Manager on a regular basis.

2.2.5 Except as expressly provided in this Agreement, County's Project Managers are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.

2.2.6 County's Project Managers will advise County's Project Director as to Contractor's performance in areas relating to requirements and technical standards.

2.3 County Personnel:

All County personnel shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 Approval of Work:

All Tasks, Deliverables, goods, services and other Work provided by Contractor must have the written approval of the appropriate County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

2.5 Approval of Invoices:

All invoices submitted by Contractor for payment must have the written approval of County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

3. ADMINISTRATION OF AGREEMENT - CONTRACTOR:

3.1 Contractor's Project Director:

3.1.1 Contractor's Project Director shall be the following person, who shall be a full-time employee of Contractor:

Dan Desmond  
The SIMI Group, Inc.  
1610 Arden Way, Suite 280  
Sacramento, California 95815

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 3.1.3 Contractor's Project Director shall be available to meet and confer with County's Project Director no less frequently than monthly in person or by telephone, to review Contractor's performance of this Agreement.

3.2 Contractor's Project Manager:

- 3.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Alex Zakharenkov  
The SIMI Group, Inc.  
1610 Arden Way, Suite 280  
Sacramento, California 95815

- 3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 3.2.3 Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis and with the County's Project Director, as necessary.

3.3 Contractor's Staff:

- 3.3.1 Contractor staff shall meet and confer with County's Project Managers as agreed by both Contractor's Project Manager and County's Project Managers.
- 3.3.2 Contractor shall be responsible for managing, evaluating and training the County's staff.

3.4 Approval of Contractor's Staff:

County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Manager and Contractor's staff prior to, and during, their performing any Work hereunder, as well as approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform Work hereunder, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Manager, Contractor's staff and proposed substitute, and an opportunity to interview such person prior to his performing any Work hereunder.

Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Agreement, Contractor shall utilize and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks and Subtasks required by this Agreement.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner including, without limitation, as required to fulfill all requirements of this Agreement.

In the event Contractor should ever need to remove any staff from performing Work under this Agreement, Contractor shall provide County with written notice at least fifteen (15) Days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

#### 4. WORK:

##### 4.1 General:

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete and deliver on time all Tasks, Subtasks, Deliverables, goods, services and other Work as set forth in this Agreement, including, without limitation, in Exhibit A (Statement of Work). Without limiting the generality of the foregoing, Contractor shall provide, complete and deliver each of the Deliverables set forth in Exhibit A (Statement of Work) in accordance with Exhibit E (Project Schedule), as the same may be amended from time to time in accordance with Paragraph.

##### 4.2 Unapproved Work:

If Contractor provides any Tasks, Subtasks, Deliverables, goods, services or other Work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County.

##### 4.3 Right To Reject:



County reserves the right to reject any Tasks, Subtasks, Deliverables, goods, services and/or other Work not approved by County pursuant to Subparagraph 2.4 (Approval of Work) or other provisions of this Agreement.

5. TERM:

The term of this Agreement shall commence August 30, 2006 and shall continue in full force through August 29, 2007. This Agreement may be extended for an additional 12 months, contingent on funding and with Board of Supervisors' approval.

This Agreement, including any extended term, may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days' written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty (30) day written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

6. NON EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

7. CHANGE NOTICES AND AMENDMENTS:

7.1 County reserves the right to change any portion of the Work required under this Agreement and any other provisions of this Agreement. Except as expressly provided under Paragraph 75 (Funding/Services Adjustments and Reallocations), all such changes shall be accomplished only as provided in this Paragraph.

7.2 For any change requested by County which (a) utilizes Pool Dollars and/or (b) does not affect the scope of Work, payments, or any term or condition included in this Agreement, a "Change Notice" shall be prepared and executed by County's Project Director and authorized by Contractor Project Director.

- 7.3 For any change requested by County, which affects the scope of Work, payments, or any term or condition included in this Agreement, a negotiated "Amendment" to this Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor.
- 7.4 Notwithstanding any other provision of this Paragraph 7, changes to the project schedule set forth in Exhibit E (Project Schedule) shall be made only upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director, provided that such agreement to alter the project schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Subparagraph 7.3. Further notwithstanding any other provision of this Paragraph 7, to the extent that extensions of time for Contractor's performance do not impact either the scope of work or cost of this Agreement, County's Project Director, in his sole discretion, may grant Contractor extensions of time in writing for the Work described in Exhibit E (Project Schedule), provided that such extensions shall not exceed a total of six (6) months beyond the term of this Agreement.
- 7.5 Upon execution and delivery of any Change Notice, Amendment or writing described in Subparagraph 7.4, in each case, in accordance with this Paragraph 7, the provisions of this Agreement shall continue to be in full force and effect, as so amended pursuant to such Change Notice, Amendment or writing, as the case may be.

8. CONTRACT SUM:

8.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services and other Work requested and specified under this Agreement. All Work completed by Contractor must be approved in writing by County. If County does not approve Work in writing, no payment shall be due to Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Six Hundred Ten Thousand and Nine Hundred Seventy dollars (\$610,970) for the term of this Agreement.

Notwithstanding any other provision of this Subparagraph, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

8.2 County's Obligation in Future Fiscal Years:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of August 29, 2007 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.3 Pool Dollars. Exhibit B (Schedule of Deliverables and Payments) includes the aggregate pool dollars available for Change Notices or for the purchase by County of Professional Services in accordance with Subparagraph 11.3 (Professional Services) (collectively, "Pool Dollars"). Contractor acknowledges that, as of the Effective Date, no Change Notices have been executed and no Professional Services have been requested by County.

8.4 Taxes. The amounts set forth on Exhibit B (Schedule of Deliverables and Payments) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all Software and other Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as expressly set forth on Exhibits B (Schedule of Deliverables and Payments). Contractor will be solely liable and responsible for, and shall pay such Tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such Taxes.

8.5 Transportation Charges. The amounts set forth on Exhibit B (Schedule of Deliverables and Payments) include all amounts necessary for County to reimburse Contractor for all applicable transportation charges on all Software and other Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any transportation charges associated with such procurement except as expressly set forth on Exhibits B (Schedule of Deliverables and Payments). Contractor will

be solely liable and responsible for, and shall pay such transportation charges directly to the applicable carriers.

9. INVOICES AND PAYMENTS:

9.1 Invoices:

Contractor shall invoice County monthly, in the arrears, for all Tasks, Subtasks, Deliverables, goods, services and other Work, which are specified in Exhibit A (Statement of Work) and which are provided by Contractor and approved in writing by County in accordance with Subparagraph 2.4 (Approval of Work). Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. All invoices shall be subject to County's written approval pursuant to Subparagraph 2.5 (Approval of Invoices). Contractor's payments shall be as provided in Exhibit B (Schedule of Deliverables and Payments). All invoices under this Agreement shall be submitted to County's Project Manager. Each invoice submitted by Contractor shall:

- A. Indicate the Tasks, Subtasks, Deliverables, goods, services or other Work as described in Exhibit A (Statement of Work) for which payment is claimed and attach evidence of County's approval of such Tasks, Subtasks, Deliverables, goods, services and other Work pursuant to Subparagraph 2.4 (Approval of Work).
- B. Indicate the date of written approval of the Tasks, Subtasks, Deliverables, goods, services or other Work by County's Project Director.
- C. Indicate the cumulative amount of Pool Dollars charged to County to date and the remaining Pool Dollars available for use in connection with this Agreement generally.
- D. If the invoices are for System Support Services, a written statement from the Contractor about a Task/Deliverable is not applicable for this reason.
- E. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits for any liquidated damages assessed in accordance with Paragraph 20, Fair Labor Standards (Liquidated Damages), Exhibit C (Schedule of Maintenance and Operations Support), Exhibit D

(Schedule of Telecommunications Services Hosting) and/or  
Paragraph 9.7 (Late Delivery Credits).

- 9.3 Intentionally Omitted.
- 9.4 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 9.5 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except with regard to Maintenance Services and Hosting Services, no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.
- 9.6 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), a form of which is attached hereto as Exhibit B.2 (Invoice Discrepancy Report), to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 9.7 Late Delivery Credits:
- A. Contractor and County have agreed upon a project schedule for the Deliverables, as described in Exhibit E (Project Schedule). If Contractor fails to complete and deliver any Deliverable by the due date required therefor (for each Deliverable, and as may be extended from time to time in accordance with the terms hereof, the "Due Date"), County shall be entitled to receive a credit of Five Hundred Dollars (\$500) for each day of the first thirty (30) days after such Due Date that such Deliverable is not completed, and a credit of One Thousand Dollars (\$1,000) per day for each day in excess of thirty (30) days after such Due Date that such Deliverable is not completed, provided that the total aggregate credits pursuant to this Paragraph 9.7 shall not exceed twenty-five percent (25%) of the Contract Sum. All of the foregoing credits shall apply

separately, and cumulatively, to each Deliverable, provided that the maximum liability of Contractor to County under this Paragraph 9.7 shall not exceed fifty percent (50%) of the Contract Sum.

- B. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.
- C. For the avoidance of doubt, to the extent that credits have accrued under this Paragraph 9.7 for a delay with respect to a Deliverable and County's Project Director has subsequently granted an extension of time with respect to such delay for any of the reasons described under Paragraph 42 (Notice of Delays), County shall no longer be entitled to such accrued credits with respect to such delay (it being understood and agreed that any further delay by Contractor with respect to the extension of time may result in further credits accruing under this Paragraph 9.7, subject to Paragraph 42 (Notice of Delays)).
- D. Notwithstanding the foregoing, and provided that County has not terminated this Agreement as provided hereunder, if any Deliverable is not completed by the Due Date therefor, resulting in any of the above credits, but is subsequently completed in full and all other Deliverables are completed by the respective Due Dates therefor, then from and after the foregoing credits shall be reversed and shall no longer be deemed to apply as to any such Deliverable.
- E. Any credits that accrue pursuant to this Paragraph 9.7 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to timely complete and deliver the applicable Deliverable. Further, any credits that accrue pursuant to this Paragraph 9.7 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to timely complete and deliver the applicable Deliverable.

9.8 Unavailability Credits: With respect to Maintenance Services, for each calendar month during the term of this Agreement, County shall be entitled to credits for "Unavailability" (as defined in Exhibit C (Schedule of Systems Maintenance and Operations Support)) in accordance with Exhibit C (Schedule of Systems Maintenance and Operations Support).

9.9 Service Unavailability Credits: With respect to Hosting Services, for each calendar month during the term of this Agreement, County shall be entitled to credits for "Service Unavailability" (as defined in Exhibit D (Schedule of

Telecommunications Services Hosting)) in accordance with Exhibit D (Schedule of Telecommunications Services Hosting).

10. DEFICIENCIES:

- 10.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, installation or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission or deviation to the equipment or devices caused by County's modification), including the provision of negligent workmanship, which results in equipment or devices, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit A (Statement of Work) and Specifications, as determined by County Project Director, in County Project Director's sole discretion.
- 10.2 Corrective Measures. County Project Director shall notify Contractor Project Director of any Deficiency in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the timelines set forth in Exhibit C (Schedule of Maintenance and Operations Support), Exhibit D (Schedule of Telecommunication Services Hosting) and Exhibit A.3 (Dispute Resolution and Escalation Procedures). Contractor acknowledges that, as part of Maintenance Services and/or Hosting Services provided to County, Contractor may be required to repair, replace, or reinstall all or any part of the equipment or devices, [or may be responsible for the replacement cost of the equipment or devices if purchased by County principally to enable use of the Software], or other material, or create an Update, in order to remedy a Deficiency.
- 10.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 4 (WORK).

11. MAINTENANCE, HOSTING AND PROFESSIONAL SERVICES:

- 11.1. Maintenance Services. County is not required, but desires to acquire maintenance and operations support services from Contractor.

Accordingly, in exchange for County's payment of the Maintenance Fee in accordance with this Agreement, Contractor shall provide maintenance and operations support services (collectively, "Maintenance Services") to County for the Software and County's PHIN in accordance with this Agreement, including, without limitation, Exhibits A (Statement of Work) and C (Schedule of Maintenance and Operations Support). Maintenance Services shall include (a) correction of any and all Deficiencies, (b) provision of Updates and Upgrades, and (c) maintenance and operations support of the System and County's PHIN to the extent either or both fail to achieve an Interface with among the System County's PHIN and other County information systems and/or among County's PHIN and third party partner applications, in each case, as more fully described in Exhibit C (Schedule of Maintenance and Operations Support). Maintenance Services shall commence upon [August 30, 2006] and continue for the term of this Agreement, unless sooner terminated by County's Project Director pursuant to this Agreement. Maintenance Fees are payable monthly in arrears.

- 11.2. Hosting Services. In exchange for County's payment of the Hosting Fee in accordance with this Agreement, Contractor shall provide hosting services described in Exhibit D (Schedule of Telecommunications Services Hosting) (collectively, "Hosting Services") to County, in accordance with this Agreement, including, without limitation, Exhibits A (Statement of Work) and D (Schedule of Telecommunications Services Hosting). Hosting Services shall commence upon [August 30, 2006] and continue for the term of this Agreement, unless sooner terminated by County's Project Director pursuant to this Agreement. Hosting Fees are payable monthly in arrears.

11.3 Professional Services.

- 11.3.1 Subject to Paragraph 7 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the term of this Agreement, Contractor shall provide to County "Professional Services," such as (a) customizations, programming, enhancements, modifications, and/or Interfaces to the Software and/or County's PHIN, in each case, in order to create new functionality not provided by Contractor and not anticipated for any pending or future Update or Upgrade, (b) customizations, programming, enhancements, modifications, and/or Interfaces not required of Contractor in order to deliver the Software or included as part of Maintenance Services (such custom programming is collectively referred to as "Custom Modifications") or (c) additional maintenance and operations support, technical support, training, and/or integration services beyond those required



pursuant to Exhibit A (Statement of Work) and/or Exhibit C (Schedule of Maintenance and Operations Support). Professional Services may also include additional Contractor staff support beyond the amount provided under Exhibit A (Statement of Work) during implementation or installation, and additional training beyond what is provided in Exhibit A (Statement of Work). Professional Services shall be performed at the applicable hourly rates set forth in Exhibit B (Schedule of Deliverables and Payments). Professional Services shall utilize available Pool Dollars under the Agreement, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Professional Services, nor shall Contractor be required to perform any Professional Services for which there are no Pool Dollars available to pay Contractor for such Professional Services.

11.3.2 Upon County's request for Professional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Notice containing all the information requested under Paragraph 7 (Change Notices and Amendments). Such Change Notices shall include (a) the total personnel hours required for such Professional Services and (b) a fixed-price quotation for such Professional Services, calculated at the applicable hourly rates set forth in Exhibit B (Schedule of Deliverables and Payments). Approval of the Change Notice and of the Work to be performed thereunder, shall be in accordance with Paragraph 7 (Change Notices and Amendments).

11.3.3 Upon completion, delivery, installation and acceptance by County of equipment or devices, such as, Custom Modifications shall become part of and be included in the Software.

12. INTENTIONALLY OMITTED

13. MINIMUM SOFTWARE REQUIREMENTS:

Exhibit A.4 (Additional Technical Requirements) sets forth minimum requirements for the System and other third party hardware and software ("Third Party Products") that are Compatible (as defined below) with the System and other relevant components of County's PHIN including any Custom Modifications, Updates and Upgrades thereto, and are required for County to enjoy and exercise fully its rights in respect of the System. Exhibit A.4 (Additional Technical Requirements) specifies version Compatibility and provides Specifications for installation of the System and Third Party Products in order to achieve Compatibility with the other relevant components of the County's PHIN. Contractor may request to inspect County's installation of the equipment or devices, provided that any such inspection, or lack thereof, shall not relieve

Contractor of its obligations with respect to Paragraph 11 (Maintenance, Hosting and Professional Services). As used in this Agreement, "Compatible" or "Compatibility" means that the applicable Hardware and Software are capable of supporting, operating, and otherwise performing all anticipated functions of such Hardware, Software, and Third Party Products, as the case may be, when used in conjunction with the System, including any Custom Modifications, Interfaces, Updates, and Upgrades thereto.

14. PRODUCTION USE:

Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the Software and Hardware, without any additional cost to County where County determines that it is necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Final Acceptance.

15. CONTRACTOR'S OFFICES:

The SIMI Group, Inc.  
7072 Santa Fe Canyon Place  
San Diego, California 92129

Contractor shall notify in writing DPH, Contracts and Grants Division, 313 North Figueroa, Sixth Floor-East, Los Angeles, California 90012 of any change in its business address at least ten (10) Days prior to the effective date thereof

16. OWNERSHIP OF HARDWARE, SOFTWARE AND SOFTWARE LICENSE TO COUNTY:

16.1 Ownership of the Software:

Without limiting Paragraph 30 (Proprietary Considerations), as between County and Contractor, County is the sole owner of all rights, title and interest in and to the Software, including, without limitation, all copyrights and patent rights therein, and Hardware. Contractor hereby transfers all of its right, title and interest in and to such Software, including, without limitation, all copyrights and patent rights, and Hardware. Upon creation of any Software, including, without limitation, any Custom Modifications, Interfaces, Updates and Upgrades thereto, Contractor shall deliver to County source code and Documentation for such Software.

16.2 Survival:

All the rights and obligations of this Paragraph shall survive the expiration or termination of this Agreement.

17. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Software or the operation and utilization thereof or of Contractor's Work under this Agreement (hereafter any of the foregoing referred to as, an "Infringement Claim"). Contractor shall have no obligation to County under this Paragraph if any Infringement Claim is caused by use by County of the Software other than in accordance with the Specifications and other applicable Documentation, as determined by County's Project Director. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law and this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of the Software, or any part thereof, is, or is likely to become, the subject of any Infringement Claim that might preclude or impair County's use of the Software (e.g., injunctive relief), or that County's continued use of the Software may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give written notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the Software to the same extent of County's license under this Agreement, or (2) modify the Software so that it is no longer subject to the Infringement Claim, or, to the extent Contractor is unable to procure such right or modify the Software, replace the Software with other software of equivalent quality and performance capabilities, in County's determination, to become non-infringing, non-misappropriating and/or non-disclosing. If Contractor fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the written notice from County, County shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (hereafter referred to as "County's Remedial Acts"). Contractor shall indemnify County for all amounts

paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative with, all other remedies entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with County's Remedial Acts.

This Paragraph shall survive expiration or termination of this Agreement.

18. WARRANTIES:

- A. Contractor has the full power and authority to grant the all rights granted by this Agreement to County;
- B. No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect;
- C. County is entitled to use the System as permitted under this Agreement without interruption;
- D. This Agreement and the System are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors;
- E. During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County;
- F. Neither the performance of this Agreement by Contractor, nor the use by County and its users of the System in accordance with this Agreement will in any way violate any nondisclosure Agreement, nor, to the best of Contractor's knowledge and after due inquiry, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party;
- G. All Work (i) shall be performed in a timely and professional manner by qualified personnel and in accordance with generally accepted industry standards (ii) shall perform in accordance with this Agreement, including, without limitation, Exhibit A (Statement of Work), Exhibit C (Schedule of Maintenance and Operations Support), and Exhibit D (Schedule of Telecommunications Services Hosting), the Requirements, the Documentation, and the Specifications;

- H. All Documentation developed under this Agreement shall be uniform in appearance;
- I. Contractor's price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel;
- J. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (in this Paragraph collectively, "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of System or any System component by County or any user or which could alter, destroy, or inhibit the use of the System, any component thereof, or the data contained therein;
- K. Contractor has not purposely placed, nor is it aware of, any Disabling Device on any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System component to contain any Disabling Device; and
- L. Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer any component of the System or any Third Party Product, or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

19. DELIVERY AND RISK OF LOSS:

Contractor shall bear the full risk of loss due to total or partial destruction of the System as follows:

- (1) In the case of any item of System where such item is to be installed by County, until such item has been unloaded by the carrier at the destination County Facility and signed for by County; and
- (2) In the case of any item of System where such item is to be installed by Contractor or any third party, until such item is installed at its respective designated County Facility, except that County shall bear the full risk of any damage or destruction of any item of System which occurs commencing at the time such item has been unloaded by the carrier at the destination County Facility and signed for by County, and ending at the time Contractor or third party commences to unpack the item at the respective designated County Facility.

20. INTENTIONALLY OMITTED

21. NEW TECHNOLOGY:

Contractor and County acknowledge the probability that the technology of the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 7 (Change Notices and Amendments).

22. ASSIGNMENT BY CONTRACTOR:

- A. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

23. WARRANTY AGAINST CONTINGENT FEES:

- 23.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 23.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24. INDEPENDENT CONTRACTOR STATUS:

- 24.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 24.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 24.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all

workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.

- 24.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit F) for each of its employees performing Work under this Agreement. Such agreements shall be delivered to County's Department of Human Resources, Health Safety and Disability Benefits Division, 3333 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, California 90010, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs Work under this Agreement.

25. INDEMNIFICATION, INSURANCE AND COVERAGE:

25.1 Indemnification:

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

25.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, Attention: K. Ellis – Contract Administrator, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.



- (2) Clearly evidence all coverage's required in this Agreement.
  - (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
  - (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. Notification of Incidents, Claims or Suits: Contractor shall report to County:
- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage

which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- (2) Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to the County's Project Manager.
- (4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 25.3 Insurance Coverage Requirements:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U. S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- E. Intellectual Property Liability - Intellectual property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, which ever is longer or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

25.4 Survival.

This Paragraph shall survive expiration or termination of this Agreement.

26. RECORDS AND AUDITS:

- 26.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 26.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 26.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.
- 26.4 This Paragraph shall survive expiration or termination of this Agreement.

27. COUNTY AUDIT SETTLEMENTS:

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Contract Sum).

28. FEDERAL ACCESS TO RECORDS:

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor. This Paragraph shall survive expiration or termination of this Agreement.

29. DISCLOSURE OF INFORMATION:

29.1 Contractor shall not disclose any terms or conditions of, or any circumstances or events which occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the

preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- A. Contractor shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent, and approval by County may be assumed in the event no adverse comments are received in writing within two (2) weeks after submittal.
- C. Contractor may without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph shall apply.

29.2 Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

### 30. PROPRIETARY CONSIDERATIONS:

- 30.1 Contractor and County agree that all County Materials shall be the sole property of County, and Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.
- 30.2 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement, and shall protect such working papers from loss or damage by any cause, including, but not limited to, fire and theft. County shall have the right to inspect any and all such working

papers, make copies thereof, and use the working papers and the information contained therein.

- 30.3 Items which are in the nature of County Materials, but which are not County Materials, which are developed or were originally acquired by Contractor outside the scope of this Agreement (collectively, "Contractor Materials"), which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL".
- 30.4 Contractor hereby grants to County for the use of County and all other users, an irrevocable perpetual, nonexclusive, nonterminable license to use, modify and reproduce any and all Contractor Materials.
- 30.5 County will use reasonable means to ensure that Contractor Materials are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure agreements or obligations) Contractor Materials without the prior written permission of Contractor or as required by law or pursuant to Paragraph 58 (Dispute Resolution Procedure).
- 30.6 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:
  - A. Any Contractor Materials not plainly and prominently marked with restrictive legends required pursuant to Subparagraph 30.3;
  - B. Any County Materials covered under Subparagraph 30.1 and;
  - C. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law.
- 30.7 This Paragraph shall survive expiration or termination of this Agreement.

31. COMPLIANCE WITH APPLICABLE LAW:

- 31.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to thirty (30) Days to correct any noncompliance with County

rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

- 31.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

32. FAIR LABOR STANDARDS:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act for Work performed by Contractor's employees. This Paragraph shall survive expiration or termination of this Agreement.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

- 33.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 Contractor shall certify to, and comply with, the provisions of Exhibit H - Contractor's EEO Certification.



- 33.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- 33.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 33.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.
- 33.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.
- 33.7 If County finds that any of the provisions of this Paragraph have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 33.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

33.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit H - Contractor's EEO Certification.

34. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

35. WAIVER:

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall

not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Without limitation of the foregoing, County may deduct from amounts otherwise payable to Contractor hereunder County's uncompensated damages for Contractor's breach of any provision hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of breach, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims pursuant to Paragraph 58 (Dispute Resolution Procedure).

36. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, Contractor and County intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies there under. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

37. TERMINATION FOR INSOLVENCY:

37.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

- B. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) Days) regarding Contractor under the United States Bankruptcy Code.
  - C. The appointment of a receiver or trustee for Contractor.
  - D. The execution by Contractor of a general assignment for the benefit of creditors.
- 37.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 37.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.
- 37.4 This Paragraph shall survive expiration or termination of this Agreement.
38. TERMINATION FOR DEFAULT:
- 38.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:
- A. If Contractor fails to perform or provide any Tasks, subtasks, Deliverables goods, services or other Work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or

- B. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 40 (Termination for Convenience).

38.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 37 (Termination for Insolvency) or this Paragraph, then:

- A. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work; and
- B. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 37 (Termination for Insolvency) and/or this Paragraph; and
- C. Contractor understands and agrees that DPH has obligations that it cannot satisfy without use of the System or an equivalent to it, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of DPH's day to day operations due to the unavailability of the System during such transaction.

- 38.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.
- 38.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 40 (Termination for Convenience).
- 38.5 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 38.6 This Paragraph shall survive expiration or termination of this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

40. TERMINATION FOR CONVENIENCE:

- 40.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 38 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 40.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:
- A. Stop performing Work under this Agreement on the date and to the extent specified in such notice;
  - B. Transfer and deliver to County copies of all Documentation, materials, plans, reports, acceptance test criteria, acceptance and the Project Work Plan and all other completed Work and Work in process developed under this Agreement; and
  - C. Complete performance of such part of the Work as shall not have been terminated by such notice.
- 40.3 Nothing in this Paragraph shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County procedures for payment for Work performed through the effective date of County's termination of this Agreement for convenience.
- 40.4 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of Work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred

by County to examine, audit, excerpt, copy or transcribe such material at such other location.

40.5 This Paragraph shall survive expiration or termination of this Agreement.

41. PROHIBITION AGAINST SUBCONTRACTING:

County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation or responsibility under this Agreement, shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement.

42. NOTICE OF DELAYS:

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) Days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended (including, without limitation, as such date may be set forth in Exhibit E (Project Schedule)), as determined in the sole discretion of County's Project Director, in accordance with Paragraph 7 (Change Notices and Amendments). Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2)



failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

43. CONFLICT OF INTEREST:

43.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

43.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

44. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

45. UNLAWFUL SOLICITATION:

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

46. CONFIDENTIALITY:

Contractor shall protect the security of and maintain the confidentiality of all County Materials, records, data and information, including, but not limited to, billings, County records and data, and other information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines and directives relating to confidentiality, and shall protect all such items from any and all loss or damage by any cause, including, but not limited to, fire and theft. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit F) for each of its employees performing Work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

This Paragraph shall survive expiration or termination of this Agreement.

47. INTENTIONALLY OMITTED:

48. VALIDITY:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

49. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

50. NONDISCRIMINATION IN SERVICES:

50.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

50.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

51. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his/her physical or mental performance.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or its employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

53. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

54. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S

CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 38 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

55. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

56. ACCESS TO COUNTY FACILITIES:

Contractor, its employees and agents, will be granted access to County Facilities subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County Facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Except in exigent circumstances, access to County Facilities outside of normal business hours must be approved by County's Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights in County Facilities. While present at County Facilities, Contractor's personnel shall be accompanied by County personnel at all times, except to the extent required by Contractor to fulfill its obligations under this Agreement.

57. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and

certificate required by all applicable Federal, State and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6<sup>th</sup> Floor-East, Los Angeles, California 90012, Attention: Cara O'Neill, Chief.

58. DISPUTE RESOLUTION PROCEDURE:

58.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph and Exhibit A.3 (Dispute Resolution and Escalation Procedures). Time is of the essence in the resolution of disputes.

58.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be affected by such dispute as determined by County.

If Contractor fails to continue without delay its performance hereunder, except for any performance which may be affected by such dispute as determined by County, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement, except for any responsibilities which may be affected by such dispute as determined by County, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

58.3 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.

58.4 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 37 (Termination for Insolvency), Paragraph 38 (Termination for Default), Paragraph 39 (Termination for Improper Consideration), Paragraph 40 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 30 (Proprietary Considerations) and 46 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

59. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards of this Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

60. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

61. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 [(see Exhibit G (IRS Notice 1015))].

62. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) Days after deposit in the United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) Days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

To County: (1) Department of Public Health  
Public Health Information Systems  
5555 Ferguson Drive, Suite 100-04  
Commerce, California 90022  
Attention: David Cardenas, BT Information Technology  
Coordinator

(2) Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive  
Commerce, California 90022  
Attention: Gary Izumi, Supervising Staff Analyst

To Contractor: (1) The SIMI Group, Inc.



1610 Arden Way, Suite 280  
Sacramento, California 95815  
Attention: Dan Desmond, President and CEO

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the

appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- H. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to Subcontractors of County Contractors.

64. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit J (Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit J) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit J as "Business Associate") and County (referred to in Exhibit J as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

65. INTENTIONALLY OMITTED

66. PURCHASING RECYCLED-CONTENT BOND PAPER:

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

67. COMPLIANCE WITH JURY SERVICE PROGRAM:

- 67.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (see Contractor Employee Jury Service).
- 67.2 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- 67.3. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 67.4 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation

to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

67.5 Contractor's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

68. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes (see Exhibit H (Safely Surrendered Baby Law)).

70. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION):

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to (a) County's Project Director, and (b) County's Project Manager.

71. BUDGET REDUCTIONS:

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.

72. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

73. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

- A. County Lobbyist: Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County

Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

- B. Federal Certification and Disclosure Requirements: If any Federal funds are to be used to pay for a portion of Contractor's Work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

74. INTENTIONALLY OMITTED

75. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

- A. If sufficient monies are available from Federal, State, or County funding sources, and upon the Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Administrative Office. If the increase or decrease exceeds fifteen percent (15%) of the Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in the Contract Sum shall be effected by an Amendment to this Agreement pursuant to Paragraph 7 (Change Notices and Amendments).
- B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through the applicable time limitation period of such funds if such period is less than a County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Office, Chief Information Office and County Counsel with an Amendment and notification to Board offices. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an Amendment to this Agreement pursuant to Paragraph 7 (Change Notices and Amendments).

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and

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Contractor has caused this Agreement subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Acting Director and Health Officer

The SIMI Group, Inc.  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:

By \_\_\_\_\_  
Robert E. Ragland  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants



**STATEMENT OF WORK  
THE SIMI GROUP, INC.  
(August 30, 2006 to August 29, 2007)**

**EXPANSION OF LOS ANGELES COUNTY PUBLIC HEALTH INFORMATION NETWORK  
ENTERPRISE SERVICE-ORIENTED ARCHITECTURE IN SUPPORT OF BIOTERRORISM  
PREPAREDNESS AND RESPONSE**

The SIMI Group, Inc. (SIMI) has been approved as a sole-source vendor to develop web-services based bioterrorism notification call-down system, messaging infrastructure, secure gateway, and web portal, under unified integrated systems architecture

This effort is part of the COUNTY Public Health Information Network development efforts in support of bioterrorism preparedness and response activities. This initiative, approved by relevant local agencies and the CDC, targets the implementation, development, and enhancement of public health and emergency management applications to address critical response needs within COUNTY. These efforts are aligned with similar efforts underway by the State of California and the Centers for Disease Control and Prevention (CDC) and targeted at achieving compliance with federal bioterrorism grant requirements. This SOW refers to the following exhibits:

Exhibit A.1: System Testing and Validation

Exhibit B: Schedule of Deliverables and Payments, which includes for deliverable target dates and costs.

Exhibit C: Schedule of System Maintenance and Operations Support

Exhibit D: Schedule of Telecommunications Services Hosting

## **TASKS AND DELIVERABLES**

### **1.0: COUNTY PHIN CONTACT MANAGEMENT APPLICATION SUPPORT**

#### **Task 1.1: Contact Management Application Architecture**

COUNTY shall provide CONTRACTOR with a written summary of the COUNTY'S goals; objectives and functional requirements for an expanded COUNTY developed Contact Management application within two weeks of the Effective Date.

COUNTY shall provide CONTRACTOR with a written summary of the COUNTY'S current sources of data for populating the Contact Management application within two weeks of the Effective Date.

CONTRACTOR shall provide COUNTY written proposal for Contact Management application architecture. Architecture proposal shall contain preferred method for developing application, necessary data structure recommendations, external System Interfaces, protocols and other components as necessary for each identified data source requiring integration.

COUNTY shall review written proposal for Contact Management application architecture and provide CONTRACTOR feedback on the draft within one week of receipt.

CONTRACTOR shall provide COUNTY a final written proposal for Contact Management application architecture design that fully leverages the existing COUNTY PHIN service-oriented architecture.

#### **Deliverable 1.1: Contact Management Application Architecture**

CONTRACTOR shall provide application architecture and design services for the development of a new Contact Management application by the COUNTY.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 1.1 by:

1. Provision of technical support hours by CONTRACTOR to COUNTY for the Contact Management application design needs of COUNTY, up to cost indicated in Exhibit B, Schedule of Deliverables and Payments.
2. Provision by CONTRACTOR to COUNTY of written proposal for Contact Management application architecture.
3. Provision by CONTRACTOR to COUNTY of detailed monthly status reports of Contact Management application architecture and design services performed.

#### **Task 1.2: Contact Management Application Integration Support**

COUNTY shall provide CONTRACTOR written requirements and successful integration criteria using industry standards for expressing such requirements (IEEE, MSF, or SRS) or as agreed to with COUNTY.

CONTRACTOR shall review the requirements provided by COUNTY and organize integration efforts into the list of priorities, according to the COUNTY's integration success criteria, ease of integration, and estimated amount of effort.

CONTRACTOR shall provide COUNTY with written estimate of level of effort appropriate to be extended by the CONTRACTOR for each identified application with the aim of optimizing available resources and funds to drive integration efforts to successful completion according to the criteria.

CONTRACTOR shall identify integration requirements for the existing and planned applications and assist COUNTY in communicating these requirements to the owner of the target applications.

CONTRACTOR shall provide application integration services in support of a new Contact Management application to be developed by the COUNTY. These services would consist in identifying integration methodology, providing examples of necessary code and configuration by either physically implementing in the COUNTY's System "lab" environment, or by providing written documentation, verbal instructions, or pseudo-code when and as appropriate.

CONTRACTOR shall provide technical support services to help ensure an integration of the new Contact Management application into the existing System application architecture and with related systems. Specific services shall include configuration of the server, software, communication equipment and other components as necessary.

**Deliverable 1.2: Contact Management Application Integration Support**

CONTRACTOR shall provide application integration services in support of a new Contact Management application to be developed by the COUNTY. CONTRACTOR shall provide technical support services to help ensure integration of the new Contact Management application into the existing COUNTY PHIN application architecture and related systems.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 1.2 by:

1. Provision of technical support hours by CONTRACTOR to COUNTY for the Contact Management application integration needs as defined by COUNTY, up to cost indicated in Exhibit B, Schedule of Deliverables and Payments.
2. Provision by CONTRACTOR to COUNTY of guidance and services to assist COUNTY staff in integration of Contact Management application into the COUNTY PHIN application architecture and related systems by either implementing integration Interface or clearly instructing COUNTY staff how to implement them to completion, help identify potential issues, and their most effective resolution approach.
3. Provision by CONTRACTOR to COUNTY of detailed monthly progress reports of Contact Management application integration services performed.

**Task 1.3: Contact Management Application Data Integration**

COUNTY shall provide CONTRACTOR written requirements and successful integration criteria using industry standards for expressing such requirements (IEEE, MSF, or SRS).

COUNTY shall identify partner contact data sets and facilitate CONTRACTOR access to the respective data sets for integration into the Contact Management application.

CONTRACTOR shall review the requirements provided by COUNTY and organize data integration efforts into the list of priorities, according to the COUNTY's integration success criteria, ease of integration and estimated amount of effort.

CONTRACTOR shall provide COUNTY with written estimate of the level of effort appropriate to be extended by the CONTRACTOR for each identified application to optimize available resources and funds to drive integration efforts to successful completion according to the criteria.

CONTRACTOR shall provide technical integration of partner contact data sets into the Contact Management application and adjust data as appropriate for successful data integration. CONTRACTOR services will include integration of large partner contact data sets from Contact Management application, and an adjustment of the data as appropriate for successful data integration.

If contact data sets are expected to be updated and require periodical import, and deemed feasible, CONTRACTOR shall provide automated tools, scripts, or other mechanisms to automate such data set repeatable integration.

COUNTY shall review and validate data integration using industry standard integration requirements and criteria, and provide CONTRACTOR with feed back within one (1) business day.

### **Deliverable 1.3: Contact Management Application Data Integration**

CONTRACTOR shall provide data integration services in support of a new Contact Management application developed by the COUNTY.

CONTRACTOR shall provide automated tools, scripts, and automation mechanisms, where appropriate, for repeatable integration of contact data sets.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 1.3 by:

1. Provision of technical support hours by CONTRACTOR to COUNTY for the Contact Management application data integration needs as defined by COUNTY, up to cost indicated in Exhibit B.
2. Provision by CONTRACTOR to COUNTY of validated data set integration and relevant automated tools and scripts.
3. Provision by CONTRACTOR to COUNTY of detailed monthly progress reports of Contact Management application data set integration and data adjustment services performed.

## **2.0: COUNTY DPH COMMUNICATIONS PLAN**

### **Task 2.1: Inventory of Current Communication Resources & Capacity**

CONTRACTOR shall conduct a detailed inventory and catalog COUNTY communication resources, including: components and devices; established methods; written protocols; training; exercises. CONTRACTOR shall provide Subject Matter Expertise to develop and perform a detailed Communications Tool Inventory. Inventory shall be performed over the phone or in person, at CONTRACTOR's request.

COUNTY shall provide CONTRACTOR with current drafts of relevant plans, including the PH Risk Communication Plan and Emergency Medical Services' Communications Inventory Database.

COUNTY shall assist with obtaining cooperation in inventory survey from various Public Health offices, including sending an introductory letter from the Enterprise Systems Integration Section of the Public Health Information Systems explaining the vendor's official role in performing this survey.

CONTRACTOR will create an electronic report for COUNTY that will include an inventory of communication devices, such as mobile phones, short-wave radios, as well as other communication tools, such as the current Public Health web portal. Report will also include information on number of current users, associated offices, collection of existing protocols, procedures, or memorandums of understanding (MOU), and whether regular training or recent exercises have been performed by COUNTY.

**Deliverable 2.1: Inventory of Current Communication Resources & Capacity**

CONTRACTOR shall submit an electronic report to COUNTY of currently available COUNTY Public Health communication tools, existing protocols, and information on current training or exercises.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 2.1 by:

1. Submission of an electronic report from CONTRACTOR to COUNTY of currently available COUNTY Public Health communication tools, existing protocols, and information on current training or exercises.

**Task 2.2: Communications Analysis and Assessment**

CONTRACTOR shall critically review existing COUNTY DPH plans (including Risk Communication Plan) and relevant partner agency plans including EMS' Communication Resource Inventory. CONTRACTOR shall perform an analysis of linkage points by which the Communication Plan will integrate & cross-reference other COUNTY PH plans, including the PH Risk Communication Plan and Emergency Medical Services' Communication Resource Inventory. CONTRACTOR shall provide Subject Matter Expertise to perform review of existing relevant COUNTY Public Health plans.

Working closely with COUNTY, CONTRACTOR shall identify key stakeholder groups. Key stakeholders are defined as those to whom incoming & outgoing public health information and notifications will be targeted. CONTRACTOR shall provide Subject Matter Expertise to assist with identifying relevant COUNTY stakeholders. COUNTY shall assist CONTRACTOR in the identification process of stakeholders whom will be targeted for incoming and outgoing public health information. CONTRACTOR shall assist COUNTY in identifying stakeholders to be targeted for incoming and outgoing public health information.

COUNTY shall provide CONTRACTOR with access to written copies (if available) of any current communications device and tools protocols, procedures, and/or MOU's within PH. CONTRACTOR shall review current COUNTY communication mechanisms, tools, protocols, procedures, and MOU's with partner agencies. CONTRACTOR shall incorporate any such written protocols identified into Communications Plan.

**Deliverable 2.2: Communications Analysis and Assessment**

CONTRACTOR shall provide COUNTY with a written draft analysis of linkage points by which the Communication Plan will integrate and cross-reference other COUNTY PH plans, including the PH Risk Communication Plan and Emergency Medical Services' Communications Resource Inventory. CONTRACTOR shall provide COUNTY with a written final analysis of linkage points.

CONTRACTOR shall provide COUNTY with written draft report of key stakeholder groups prioritized by needs identified by COUNTY. COUNTY shall give CONTRACTOR feedback on draft report within one week of receipt by COUNTY. CONTRACTOR shall provide final written report identifying stakeholders to be targeted for incoming and outgoing public health information.

CONTRACTOR shall provide COUNTY with written draft report summarizing outcome of review of existing communication mechanisms. COUNTY shall give CONTRACTOR feedback on draft report within one week of receipt by COUNTY.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 2.2 by:

1. Provision from CONTRACTOR to COUNTY of written draft analysis of linkage points by which the

Communication Plan will integrate and cross-reference other COUNTY PH plans, including the PH Risk Communication Plan and Emergency Medical Services' Communications Inventory Database.

2. CONTRACTOR's provision to COUNTY of the written report of key stakeholder groups prioritized by COUNTY DPH need. CONTRACTOR's provision to COUNTY of the draft and final written reports of stakeholders to be targeted for incoming and outgoing public health information.
3. CONTRACTOR's provision to COUNTY of written report summarizing outcome of review of existing communication mechanisms.

#### **Task 2.3: Communications Gap Analysis & Recommendations**

CONTRACTOR shall create a written "decision" document for PH management summarizing findings and offering recommendations. CONTRACTOR, working closely with COUNTY, shall identify strengths and weaknesses in current COUNTY PH communication plans, protocols, procedures, and MOU's (where exist/applicable).

CONTRACTOR shall review existing communications tools and exercise procedures and identify relevant best practices. CONTRACTOR shall identify strengths and weaknesses in current COUNTY Public Health communications plans, protocols and procedures. CONTRACTOR shall provide Subject Matter Expertise to create a Gap Analysis and Decision Document. An estimated 50% of this Deliverable will be performed by the Epidemiology Subject Matter Experts and 50% by the Informatics Subject Matter Experts.

CONTRACTOR shall prepare written "gap analysis" and decision document for COUNTY DPH summarizing findings & offering recommendations for improvement.

#### **Deliverable 2.3: Communications Gap Analysis & Recommendations**

CONTRACTOR shall provide COUNTY with a written "gap analysis" and decision document summarizing the strengths and weaknesses in COUNTY PH's communication plans, protocols, procedures, and MOU's (where exist/applicable).

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 2.3 by:

1. CONTRACTOR's provision to COUNTY of the written "gap analysis and decision document" summarizing the strengths and weaknesses in COUNTY PH's communication plans, protocols, procedures, and MOU's (where exist/applicable).

#### **Task 2.4: Development of DPH Communications Plan**

CONTRACTOR shall update existing and/or create new protocols and procedures guiding use of existing COUNTY DPH communications resources. CONTRACTOR, working closely with COUNTY, shall make recommendations for updating key procedures and protocols for existing current COUNTY PH communication devices and tools. CONTRACTOR shall create Communication Plan that consolidates COUNTY DPH communication plans, protocols and procedures & coordinates distributed activities from an enterprise perspective. CONTRACTOR shall provide Subject Matter Expertise to create recommendations for updated communication protocols. An estimated 50% of this Deliverable will be performed by the Epidemiology Subject Matter Experts and 50% by the Informatics Subject Matter Experts.

CONTRACTOR shall create written and electronic copies of the COUNTY PH Communications Plan with the following characteristics: Integration of all information collected and assessed in Task 3 described above; Protocols and procedures for communication with the highest priority target audiences; Cross-references and integration with the COUNTY PH Risk Communications Plan; recommended strategy for

future communication exercises (exercise framework); Catalog/inventory of COUNTY PH communication resources; and Identification of iterative steps and information needed for further plan refinement.

**Deliverable 2.4: Development of DPH Communications Plan**

CONTRACTOR shall provide COUNTY with written recommendations for updating key procedures and protocols for existing current COUNTY PH communication devices and tools.

CONTRACTOR shall provide COUNTY with a written Communications Plan that consolidates COUNTY DPH communication strategies, protocols and procedures and coordinates distributed activities from an enterprise perspective.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 2.4 by:

1. CONTRACTOR's provision to COUNTY of the written recommendations for updating key procedures and protocols for existing current COUNTY PH communication devices and tools.
2. CONTRACTOR's provision to COUNTY of the written Communications Plan that consolidates COUNTY DPH communication strategies, protocols and procedures and coordinates distributed activities from an enterprise perspective.

**3.0: MONTHLY SYSTEM MAINTENANCE AND OPERATIONS**

**TASK 3.1: Monthly System Maintenance & Operations Services**

CONTRACTOR shall provide standard systems engineering maintenance and operations as defined in Exhibit C, Schedule of System Maintenance.

CONTRACTOR shall provide technical services that shall include, but not be limited to:

- Monitoring the performance of the COUNTY PHIN Web server, space available, status of the System services, accessibility of the Web-based application, and the functionality of all the screens.
- Configuring and maintaining sustainable connectivity to other internal systems.
- Maintenance and operations of key emergency response and alerting applications and the platforms supporting these applications. The subject applications include: Applications Gateway, Directory Manager, List Manager, Profile Manager, and the Contact Management application
- Monitoring and the management of System users in the COUNTY Public Health Active Directory domain and assign permissions for database access based on the security level defined and requested by COUNTY; and assist COUNTY staff in troubleshooting user names and passwords.
- Database and database server support including database backup and restore processes, monthly database diagnostic maintenance, and performance and statistic reviews.
- Monitoring and administering the following data processes: Synchronization of the lookup tables as defined in the current documentation (to be provided by COUNTY); Processing of the External Submissions and transfer into the COUNTY System; Troubleshooting of failed and rejected transactions

**Deliverable 3.1: Monthly System Maintenance & Operations Services**

CONTRACTOR shall perform technical support for standard systems engineering maintenance and operations items as defined in Exhibit C, and charge the COUNTY a fixed fee per month for said support items as indicated in Exhibit B. CONTRACTOR shall provide a Systems Engineer to perform this support.

CONTRACTOR shall provide COUNTY with monthly reports of work performed on, but not limited to:

- COUNTY PHIN web server monitoring
- Maintenance of connectivity between internal systems
- Maintenance and support of response and alerting applications, including: Applications Gateway,

- Directory Manager, List Manager, Profile Manager, and the Contact Management application
- Database and database server support including database backup and restore processes, monthly database diagnostic maintenance, and performance / statistic reviews
- Administration and monitoring of data processes

CONTRACTOR will provide COUNTY with advance written notification when standard systems engineering maintenance and operations support is anticipated to exceed one-hundred-twenty (120) hours during any single calendar month. No additional work shall be performed by CONTRACTOR without approval of COUNTY. If additional services are necessary, COUNTY will work with CONTRACTOR to execute a Change Notice to support any critical tasks that need to be performed in excess of the one-hundred twenty (120) hours, in accordance with the provisions in this Agreement. Where applicable, COUNTY will pay CONTRACTOR according to the hourly rates in Exhibit B, Schedule of Deliverables and Payments.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 3.1:

1. CONTRACTOR's performance for COUNTY of monthly systems maintenance and operations services as defined in Exhibit C, Schedule of System Maintenance;
2. CONTRACTOR's provision to COUNTY with statistics and monthly performance reports of work performed.

#### **4.0: MONTHLY TELECOMMUNICATIONS SERVICE HOSTING SERVICES**

##### **Task 4.1: Monthly Telecommunications Hosting Services**

CONTRACTOR shall provide telecommunications hosting services in accordance with Exhibit D, Schedule of Telecommunications Hosting. CONTRACTOR shall provide COUNTY monthly hosted operating environment for the telecommunication services, consisting of communication lines, hardware and software necessary to provide telecommunication services to the integrated platform environment. CONTRACTOR shall host site until the expiration or termination of the Agreement, unless otherwise indicated by COUNTY Project Director. COUNTY, in its sole judgement, can request termination of hosting services.

##### **Deliverable 4.1: Monthly Telecommunication Hosting Services**

CONTRACTOR shall provide COUNTY monthly hosting services at CONTRACTOR's facility, in accordance with Agreement and Exhibit D, Schedule of Telecommunications Service Hosting. CONTRACTOR shall charge the COUNTY a fixed fee of three-thousand-two-hundred dollars (\$3,200) per month for the requisite telephony lines and any necessary services required for operations/monitoring.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 4.1 by:

1. CONTRACTOR's provision to COUNTY of monthly hosting services at CONTRACTOR's facility until end of the contract at CONTRACTOR's facility until the expiration or termination of the Agreement, unless otherwise indicated by COUNTY Project Director.

#### **5.0: MODIFICATIONS AND ENHANCEMENTS SUPPORT**

##### **Task 5.1: Modifications and Enhancements Support**

CONTRACTOR shall perform bug fixes, modifications, or implement requested and approved changes



submitted via the approved change control process as indicated in Exhibit A.1, System Testing and Validation.

Modifications may include, but not be limited to:

- Updates to the staging tables of the ODS
- Necessary adjustments to the in and out queues of HEDEX
- Establishment of vocabulary services connections to translate different messages flowing through the System
- Enhancements to key applications and systems within the COUNTY PHIN enterprise architecture including, but not limited to, the Application Gateway and HAN Notification System

COUNTY shall work jointly with CONTRACTOR to establish mechanism for requesting modifications and enhancements, in accordance with Paragraph 7.0 in Agreement. CONTRACTOR shall provide COUNTY with a time and cost estimate for each modification requested. COUNTY shall approve each estimate in order to proceed with the requested modifications. Once approved, COUNTY will work with CONTRACTOR to execute a Change Notice to support any critical tasks that need to be performed.

CONTRACTOR shall perform tasks necessary to implement approved requested modifications. CONTRACTOR shall provide a Systems Engineer, a Senior Developer, and Developer(s) to perform these activities. COUNTY shall review each modification or enhancement provided by CONTRACTOR in accordance with Exhibit A.1, System Testing and Validation. CONTRACTOR shall provide status and release notes on each modification and enhancement performed for COUNTY.

#### **Deliverable 5.1: Modifications and Enhancements Support**

CONTRACTOR shall provide COUNTY with design options for each modification and enhancement requested by COUNTY. CONTRACTOR shall also provide COUNTY with the time and a cost estimate for each modification in accordance with Paragraph 7.0 in Agreement. COUNTY shall choose appropriate options for implementation of modifications, new System features, and enhancements.

CONTRACTOR shall perform technical support to implement requested modifications. CONTRACTOR shall implement modifications, new features, and enhancements into current system environment, and shall deliver component documentation. CONTRACTOR shall log all maintenance and modifications activities and provide COUNTY with status report of work performed to complete modification or enhancement requested by COUNTY. CONTRACTOR shall provide final release notes upon completion of each enhancement or modification.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 5.1 by:

1. CONTRACTOR's provision to COUNTY of implementation options, time and cost estimate for each modification requested;
2. CONTRACTOR's performance of technical support to implement requested modifications;
3. CONTRACTOR's provision to COUNTY of log of all maintenance, modifications, and enhancement activities;
4. CONTRACTOR's provision to COUNTY of status report of work performed and final release notes for each modification and enhancement.

### **6.0: TECHNICAL SYSTEM DEPLOYMENT TRAINING**

#### **Task 6.1: Technical System Deployment Training**

Technical Support is a component of the Management Operations Framework that defines issue escalation procedures and processes.

CONTRACTOR shall deliver the continuing necessary technical training for deployment of the SYSTEM environment with the goal of implementation in applications deployment and future use by support personnel. CONTRACTOR shall perform tasks needed for the technical account management and support for the deployment of the System and related applications. CONTRACTOR shall provide Developer(s) to perform this standard support and training for System deployment.

Training services shall include:

- Detailed explanations of system components and interdependencies
- Guidance in connecting other systems with HEDEX message broker
- Guidance on integration of other systems into COUNTY PHIN security environment
- Guidance on Application Gateway enrollment
- Analysis and guidance in integration of new systems with other systems and data sources in COUNTY PHIN and HEDEX message broker including but, not limited to, alerting services, directory and role web services, scheduling web services, and other components.

#### **Deliverable 6.1: Technical System Deployment Training**

CONTRACTOR shall deliver technical system deployment training for the integrated platform environment. CONTRACTOR shall log all system deployment training activities for the integrated platform environment and provide COUNTY with monthly status reports of training performed.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 6.1 by:

1. CONTRACTOR's provision to COUNTY technical system deployment training for the integrated platform environment;
2. CONTRACTOR's provision to COUNTY of the log of all system deployment training activities for the integrated platform environment;
3. CONTRACTOR's provision to COUNTY of monthly status reports of training performed.

### **7.0: APPLICATION INTEGRATION SERVICES**

#### **TASK NO. 7.1 – APPLICATION INTEGRATION SERVICES**

CONTRACTOR shall continue necessary technical efforts in integration of applications and services into COUNTY PHIN service-oriented architecture via messaging infrastructure.

CONTRACTOR shall integrate any application identified by COUNTY into integrated messaging infrastructure. CONTRACTOR shall provide a Systems Engineer, a Senior Developer, and Developer(s) to perform this support. Services shall include but, not be limited to:

- Guidance on establishing application Interfaces
- Configuration of the connection end-points between applications in order to leverage services within architecture
- Configuration of the delivery routes for the data and messages in order to integrate applications with one another

CONTRACTOR shall perform component testing and shall deliver component documentation.

#### **Deliverable 7.1: Application Integration Services**

CONTRACTOR shall provide deployment support for application integration and messaging Interfaces for any application identified by COUNTY into integrated messaging infrastructure.

CONTRACTOR shall provide COUNTY with implementation options and COUNTY shall choose appropriate options for implementation of applications. CONTRACTOR shall perform component testing and shall deliver component documentation, in accordance with Exhibit A.1, System Testing and Validation.

CONTRACTOR shall log all deployment support task activities and provide COUNTY with monthly status reports of work performed.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 7.1 by:

1. CONTRACTOR's provision of deployment support for messaging Interfaces to applications;
2. CONTRACTOR's provision to COUNTY of implementation options;
3. CONTRACTOR's implementation of application into system environment and provision to COUNTY of component documentation;
4. CONTRACTOR's performance of component testing and provision to COUNTY of component documentation in accordance with Exhibit A.1, System Testing and Validation;
5. CONTRACTOR's provision to COUNTY of log of all deployment support and technical task activities;
6. CONTRACTOR's provision to COUNTY with monthly status reports of work performed.

## **8.0: SYSTEM SECURITY AND APPLICATION ADMINISTRATION TRAINING**

### **Task 8.1: System Security and Application Administration Training**

CONTRACTOR shall provide training of COUNTY staff in administration of COUNTY PHIN components including explanation of specific tasks and guidance on general use of the COUNTY PHIN administration components, including but not limited to:

- Partner Registry
- Directory Manager
- Password Manager
- HAN Notification System
- List Manager
- HEDEX Message Broker
- Application Gateway Management
- Overview and orientation on OS software and hardware according to MOF documentation provided in previous engagement.

CONTRACTOR shall provide training of COUNTY staff in the continuing technical maintenance and enhancement of the COUNTY PHIN networking and application security infrastructure including but not limited to:

- Guidance on maintenance of the security configuration points within the environment
- Explanation and guidance on security best practices
- Consulting on the enhancement plans for HASTEN, HEDEX, and integration of new systems from the security perspective
- Guidance and explanation of sections of MOF as it relates to security

CONTRACTOR will educate COUNTY staff specifically in the use of existing systems and platforms by

performing planning, educational, and knowledge transfer sessions.

CONTRACTOR shall provide technical support for COUNTY DPH security related activities, including ongoing work with COUNTY staff to maintain and improve the networking and application security infrastructure. CONTRACTOR shall provide Subject Matter Expertise for training in the use of existing systems and platforms. The Subject Matter Expert will perform planning, educational, and knowledge transfer sessions.

#### **Deliverable 8.1: System Security and Application Administration Training**

CONTRACTOR shall provide education to COUNTY staff specifically in the use of existing applications and services by performing planning, educational, and knowledge transfer sessions.

CONTRACTOR shall provide technical support for COUNTY DPH security related activities, including ongoing work with COUNTY staff to maintain and improve the networking and application security infrastructure.

CONTRACTOR shall log all deployment support, programmatic SME tasks, and provide COUNTY with monthly status reports of work performed.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 8.1 by:

1. CONTRACTOR's provision of education to COUNTY staff specifically in the use of existing applications and services;
2. CONTRACTOR's provision of technical support for COUNTY DPH security related activities, including ongoing work with COUNTY staff to maintain and improve the networking and application security infrastructure;
3. CONTRACTOR's provision to COUNTY of the log of all deployment support, and programmatic SME tasks;
4. CONTRACTOR's provision to COUNTY of monthly status reports of work performed.

### **9.0: COUNTY PHIN Enterprise Architecture Support Services**

#### **Task 9.1: Enterprise Architecture Outreach and Education Support Services**

COUNTY shall meet with CONTRACTOR to verify COUNTY's goals and objectives for Enterprise Architecture within two weeks of contract approval. COUNTY shall provide CONTRACTOR with written copy(s) of the COUNTY'S current Strategic Business Plan(s) and all other planning or direction artifacts to be factored into the Enterprise Architecture Initiative as issues and business drivers within two weeks of the Effective Date.

CONTRACTOR shall work with COUNTY to develop executive-level strategies, reports and presentations for establishing a framework for strategic business planning for the next phase of development of the COUNTY DPH Enterprise Architecture. Efforts will be aligned with: COUNTY DPH Strategic Business Plan, COUNTY IT initiatives, State of California Enterprise Architecture initiatives, Federal Health Architecture, CDC Public Health Information Network and National Health Information Infrastructure.

CONTRACTOR shall develop a written executive-level strategy report for the Phase II development and alignment of the COUNTY DPH Enterprise Architecture. The focus of the report will be defining *Enterprise Architecture*, its value and importance to COUNTY DPH; and identifying strategies for alignment with other key architectures and initiatives and advancing the *Enterprise Architecture* initiative within COUNTY

DPH. COUNTY shall review draft report and provide CONTRACTOR feedback on the draft within one week of receipt.

CONTRACTOR shall develop three (3) on-site, subject matter expert, executive-level Enterprise Architecture presentations to three (3) different audiences: COUNTY DPH Executive Management and Stakeholders, COUNTY DPH Division and Program-level Management, and COUNTY DPH Information Technology Coordinators. The focus of the on-site presentations will be defining *Enterprise Architecture*, its value and importance to COUNTY DPH; and identifying strategies for alignment with other key architectures and initiatives and advancing the *Enterprise Architecture* initiative within COUNTY DPH.

CONTRACTOR shall provide COUNTY draft design for development of an *Enterprise Architecture* web portal to promote education and outreach to County DPH personnel and agency partners. COUNTY shall review draft design and content for an *Enterprise Architecture* Initiative web portal component and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide COUNTY final set of web content to promote education and outreach to County DPH personnel and agency partners via web portal.

#### **Deliverable 9.1: Enterprise Architecture Outreach and Education Support Services**

CONTRACTOR shall provide COUNTY a draft executive-level strategy report for the further development, governance and alignment of the COUNTY DPH Enterprise Architecture. CONTRACTOR shall provide COUNTY a final written executive-level strategy report for establishing a framework for COUNTY DPH strategic business planning. CONTRACTOR shall provide Subject Matter Expertise for this executive level work. CONTRACTOR shall provide COUNTY a final written executive-level strategy report for the Phase II development and alignment of the COUNTY DPH Enterprise Architecture.

CONTRACTOR shall provide COUNTY draft outlines of three (3) executive-level *Enterprise Architecture* presentations prepared for three (3) different audiences: COUNTY DPH Executive Management and Stakeholders, COUNTY DPH Division and Program-level Management, and COUNTY DPH Information Technology Coordinators. COUNTY shall review draft outlines and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide Subject Matter Expertise for this executive level work. CONTRACTOR shall provide COUNTY final versions of three (3) on-site, subject matter expert, executive-level Enterprise Architecture presentations to three (3) different audiences: COUNTY DPH Executive Management and Stakeholders, COUNTY DPH Division and Program-level Management, and COUNTY DPH Information Technology Coordinators.

CONTRACTOR shall provide COUNTY final design, written content, and programming modifications for an *Enterprise Architecture* Initiative component to be added to the existing COUNTY PHIN web portal. CONTRACTOR shall provide Subject Matter Expertise for this work.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 9.1 by:

1. CONTRACTOR's provision to COUNTY of the draft and final executive-level strategy report for the further development, governance and alignment of the COUNTY DPH Enterprise Architecture;
2. CONTRACTOR's provision to COUNTY of the final written executive-level strategy report for establishing a framework for COUNTY DPH strategic business planning;
3. CONTRACTOR's provision to COUNTY of the draft outlines of 3 executive-level *Enterprise Architecture* presentations prepared for 3 different audiences;
4. CONTRACTOR's provision to COUNTY of 3 on-site, subject matter expert, executive-level Enterprise Architecture presentations to 3 different audiences;

5. CONTRACTOR shall provide COUNTY final design, written content, and programming modifications for an *Enterprise Architecture* Initiative component to be added to the existing COUNTY PHIN web portal.
6. CONTRACTOR shall provide Subject Matter Expertise for this work and provision of the time of an Enterprise Architecture Subject Matter Expert and an Informatics Subject Matter Expert.

**Task 9.2: COUNTY PHIN Enterprise Architecture Implementation Framework**

CONTRACTOR shall develop a Strategic *Enterprise Architecture* Framework encompassing methodologies for the next phase of expansion of the current COUNTY PHIN Enterprise Architecture.

COUNTY shall provide the necessary business plans, reference documentation, meeting time and other participative resources to assist the CONTRACTOR in developing the Strategic *Enterprise Architecture* Framework. CONTRACTOR shall provide Subject Matter Expertise for this executive level work.

CONTRACTOR shall provide COUNTY draft methodology for identifying the key business needs and business drivers that facilitate understanding the business functions, information inputs, processes and products of COUNTY DPH. COUNTY shall review draft and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide final written report of Key Business Process Reference Model.

CONTRACTOR shall provide COUNTY draft methodology for the ongoing identification of the data and data structures required to support changing business needs of COUNTY DPH. COUNTY shall review draft Data Reference Model and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide final written report of Data Reference Model.

CONTRACTOR shall provide COUNTY draft methodology for identifying the software applications and technology service components required to support the business needs of COUNTY DPH. COUNTY shall review draft Service Reference Model and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide final written report of Service Reference Model.

CONTRACTOR shall provide COUNTY draft methodology for sustaining the technologies required to support the business needs of COUNTY DPH. COUNTY shall review draft Technology Reference Model and provide CONTRACTOR feedback on the draft within one week of receipt. CONTRACTOR shall provide final written report of Technology Reference Model.

**Deliverable 9.2: COUNTY PHIN Enterprise Architecture Implementation Framework**

CONTRACTOR shall provide COUNTY final written methodology for identifying the key business needs and business drivers that facilitate understanding the business functions, information inputs, processes and products of COUNTY DPH.

CONTRACTOR shall provide COUNTY final written methodology for the ongoing identification of the data and data structures required to support changing business needs of COUNTY DPH.

CONTRACTOR shall provide COUNTY final written methodology for identifying the software applications and technology service components required to support the business needs of COUNTY DPH.

CONTRACTOR shall provide COUNTY final written methodology for sustaining the technologies required to support the business needs of COUNTY DPH.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 9.2 by: